

TASC RFP

Issuance Date: June 25, 1998
Closing Date: July 27, 1998
Closing Time: 12:00 P.M. in
Washington, DC

Subject: Maternal and Child Health Technical Assistance and Support
Contract (TASC)
Request for Proposals (RFP) Number M/OP-98-1112

The United States Agency for International Development (USAID) is seeking proposals to provide the services described in the attached solicitation. As a result of this solicitation, USAID anticipates the award of up to eight (8) Indefinite Quantity Contract(s) (IQC), each for a five year period, with up to two awards set aside for small business.

This procurement is a full and open competition, under which any type of organization (commercial [for profit] firms, educational institutions, non-profit organizations) is eligible to compete. All participating organizations involved with supplying professional services must be of United States nationality.

It should be noted that, if the Offeror (Prime Contractor) is not a small business concern, a small business and small disadvantaged business subcontracting plan must be submitted as a part of the cost/business management proposal (see Section L of the attached solicitation). It should also be noted that, pursuant to FAR 19.702(a)(1), if an acceptable subcontracting plan cannot be negotiated, the Offeror will be ineligible for award.

The SIC Code for this solicitation is 8742 and the small business size standard is \$5.0 million in average annual receipts for the offeror's preceding three years.

If you decide to submit a proposal, it must be received by 12:00 p.m. local (Washington, DC) time, on the date indicated at the top of this cover letter at the place designated below for receipt of applications. Proposals and modifications thereto shall be submitted in envelopes with the name and address of the offeror and RFP # M/OP-98-1112 inscribed thereon.

By U. S. Mail:
Agency for International Development
M/OP/A/HRN - Mr. Emmanuel E. Atsalinos
RRB Room 7.10-042
Washington, DC 20523
Attn: RFP No. M/OP-98-1112

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF 1 71 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER N/OP 98-1112	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED June 25, 1998	6. REQUISITION/PURCHASE NUMBER NNSW 00001012
7. ISSUED BY U.S. Agency for International Development Office of Procurement Washington, D.C. 20523-7101		8. ADDRESS OFFER TO (If other than Item 7)			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
SOLICITATION					
9. Sealed offers in original and 4 copies for furnishing the supplies or services in the schedule will be received at the place specified in item 8, or if handcarried, in the depository located in USAID Office of Procurement N/OP/A/98N, Rm 7 10-040 888 Wash until 12:00 pm local time July 27, 1998 (Date)					
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.					
10. FOR INFORMATION CALL: -->		A. NAME Mike Atsalinos		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 202-712-1030	
				C. EMAIL ADDRESS: atsalinos@usaid.gov	
11. TABLE OF CONTENTS					
SEC.	DESCRIPTION	PAGE(S)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE					
X	A	SOLICITATION/CONTRACT FORM	1		
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-8		
X	C	DESCRIPTION/SPCS, WORK STATEMENT	9-24		
X	D	PACKAGING AND MARKING	25		
X	E	INSPECTION AND ACCEPTANCE	26		
X	F	DELIVERIES OR PERFORMANCE	27-28		
X	G	CONTRACT ADMINISTRATION DATA	29-35		
X	H	SPECIAL CONTRACT REQUIREMENTS	36-41		
PART II - CONTRACT CLAUSES					
X	I	CONTRACT CLAUSES	42-48		
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.					
X	J	LIST OF ATTACHMENTS	50		
PART IV - REPRESENTATIONS AND INSTRUCTIONS					
X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	51-55		
X	L	QUESTIONS, COMMENTS, AND NOTICES TO OFFERORS	56-67		
X	M	EVALUATION FACTORS FOR AWARD	68-71		
OFFER (Must be fully completed by offeror)					
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16 Minimum Bid Acceptance Period.					
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section I Clause No. 52.252-5) -->		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
		%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:)					
AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		15B. FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF RESIDENCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	
				18. OFFER DATE	
AWARD (To be completed by Government)					
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c)() <input type="checkbox"/> 41 USC 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN () copies unless otherwise specified -->		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA		28. AWARD DATE	
		(Signature of Contracting Officer)			
IMPORTANT - Award will be made on this form, or on Standard Form 28, or by other authorized official written notice.					
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is unusable					
STANDARD FORM 33 (REV. 9-97) Prescribed by GSA FAR (48 CFR) 53.214(c)					

By Courier:
Agency for International Development
Office of Procurement, M/OP/A/HRM
Attn: Mr. Emmanuel E. Atsalinos
14th Street Reception Desk
Ronald Reagan Building
1300 Pennsylvania Avenue
Washington, DC 20523
Attn: RFP No. M/OP-98-1112

Applicants are requested to submit both technical and cost portions of their proposals in separate volumes.

Issuance of this RFP does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for costs incurred in the preparation and submission of an proposal. Further, the Government reserves the right to reject any or all proposals received. In addition, final award of any resultant contract(s) cannot be made until funds have been fully appropriated, allocated, and committed through internal USAID procedures. While it is anticipated that these procedures will be successfully completed, potential offerors are hereby notified of these requirements and conditions for award. Proposals are submitted at the risk of the offeror; should circumstances prevent award of a contract(s), all preparation and submission costs are at the offeror's expense.

The preferred method of distribution of USAID procurement information is via the Internet. If access to the Internet is not possible, an offeror may request the solicitation on a 3.5" floppy disk (WordPerfect 5.1/5.2 format). This RFP and any future amendments thereto can be downloaded from the Agency Web Site. The World Wide Web Address is <http://www.info.usaid.gov>. Select USAID Procurement and Business Opportunities from the home page, then "USAID Procurements". On the following screen, select "Download Available USAID Solicitations". The RFP text can be downloaded via Anonymous File Transfer Protocol (FTP). The FTP address is [FTP.INFO.USAID.GOV](ftp://ftp.info.usaid.gov). Logon using the user identification of "anonymous" and the password is your e-mail address.

Look under the following directory for the RFP: [pub/OP/RFP/981112/981112.rfp](ftp://pub/OP/RFP/981112/981112.rfp). Receipt of this RFP through INTERNET must be confirmed by written notification to the contact person noted below. It is the responsibility of the recipient of the solicitation document to ensure that it has been received from INTERNET in its entirety and USAID bears no responsibility for data errors resulting from transmission or conversion processes.

If there are problems in downloading the RFP off the INTERNET, please contact the USAID INTERNET Coordinator on (202) 712-5169 or (202) 712-4442. Offerors should retain for their records one copy of all enclosures which accompany their proposal.

Sincerely yours,

Sharon L. Zavesoski
Contracting Officer
M/OP/A/HRM
Office of Procurement

Enclosures: A/S

PLEASE NOTE: Wherever, in this RFP, "man," "men" or related pronouns may appear, either as words or as part of words, are meant in their generic sense to include both female and male.

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B 1. PURPOSE

to establish a world-wide mechanism that supports USAID Missions and Bureaus in the implementation of their Strategic Objectives pertaining to maternal health, child health and nutrition, including Vitamin A.

B.2 CONTRACT TYPE

This contracts anticipated from this solicitation may result in multiple award delivery, indefinite quantity contracts. The individual task orders issued under these contracts will be either Firm Fixed Price (FFP) or Cost Plus Fixed Fee (CPFF). Task orders awarded under these contracts may be performance based.

B.3 OBLIGATED AMOUNT

The basic contract includes an initial obligation of funds representing at least the minimum for each function area. This minimum will be applied to the first task order issued under each function area. After the amount funded has been obligated, funds will be obligated by each individual task order.

B.4 TASK ORDER CEILING PRICE (Applicable to CPFF Task Orders Only)

Each task order will have a ceiling price. The contractor shall not be paid any amount in excess of the ceiling price without advance, written approval of the Contracting Officer. Each CPFF task order will include a mix of professional labor categories, an estimated

INSTRUCTIONS

Indicate your language proficiency in block 13 using the following numeric Interagency Language Roundtable levels (Foreign Service Institute levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. "S" indicates speaking ability and "R" indicates reading ability. For more indepth description of the levels refer to USAID Handbook 28.

2 Limited working proficiency

S Able to satisfy routine social demands and limited work requirements.

R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects.

3 General professional proficiency

S Able to speak the language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.

R Able to read within a normal range of speed and with almost complete comprehension.

4 Advanced professional proficiency

S Able to use the language fluently and accurately on all levels

R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.

5 Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.

R Reading proficiency is functionally equivalent to that of the well-educated native reader.

PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances; the educational information provides an indication of qualifications; the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development
Procurement Policy Division (M/OP/P)
Washington, DC 20523-1435;

and
Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

number of workdays, and all estimated costs plus fixed fee. The ceiling price for **cost plus fixed fee** task orders will be based

on the following budget elements.

B.4.(a) LABOR

B.4.(a)(1) U.S. Personnel

All U.S. personnel shall be paid in accordance with rates negotiated between the contractor and the cognizant USAID Contracting Officer. The negotiated rates for individual U.S. expatriates shall be based upon a combination of factors including, but not limited to, the labor category under which the individual is being considered for utilization, consideration of the individual's education and salary and/or consultant rate history over the most recent 3-year period. Annual salaries will be converted to daily salaries by dividing the annual figure by 260 workdays per year, except for annual salaries at the ES-6 level which shall not exceed the established current ES-6 daily rate. ES-6 rate as of the date of the release of this solicitation is \$118,400 per year or \$455.36 per day, subject to annual revisions.

The annual salary increases for personnel utilized under each task order will be based upon the annual increase percentage rate set forth in the basic IQC at the time of award. The annual increase will apply to individuals employed under this contract for a period of twelve consecutive months. Under no circumstance shall the increase exceed the maximum daily rate.

B.4.(a)(2) Locally-Hired National Personnel or Other Non-U.S. Expatriates

All locally hired national personnel and other non-U.S. expatriates shall be paid in accordance with rates negotiated between the contractor and the cognizant USAID Contracting Officer. The negotiated rates for individual locally-hired personnel and other non-U.S. expatriates shall be based upon a combination of factors including, but not limited to, prevailing in-country salaries for the professional category being negotiated and consideration of the individual's education and salary and/or consultant rate history over the most recent 3-year period. Annual salaries will be converted to daily salaries by dividing the annual figure by 260 workdays per year, except for annual salaries at the ES-6 level which shall not exceed the established current ES-6 daily rate.

The annual salary increases for personnel utilized under each task order will be based upon the annual increase percentage rate set forth in the price table. The annual increase will apply to individuals employed under this contract for a period of twelve consecutive months. Under no circumstance shall the increase exceed the maximum daily rate.

B.4.(a)(3) The length of the Contractor's overseas work day shall coincide with the work day for employees of the USAID Mission. The length of the Contractor's U.S. work day shall be in accordance with the Contractor's established policies and practices. The daily rate for a fractional part of a day shall be pro-rated. No overtime or premium pay will be paid.

B.4.(b) Other Direct Costs

Other allowable direct costs necessary for the performance of the work, including, but not limited to, such costs as DBA and Medevac insurance, travel and transportation, lodging and subsistence expenses may be authorized in the task order. Any cost elements included in the Contractor's indirect cost rate pools shall not be charged as an other direct cost. Lodging and subsistence costs may be authorized for locally-hired national personnel, if the terms of the task order require travel, in accordance with the clause of this contract entitled "Travel and Transportation (JAN 1990)", AIDAR 752.7002. Costs for U.S. expatriate travel/transportation to perform services overseas may be authorized by the Contracting Officer or designee in accordance with the same "Travel and Transportation" clause.

The Contracting Officer shall make the determination whether or not other direct costs are allowable, in accordance with the applicable federal cost principles (i.e., FAR 31.2 and AIDAR 731.2 for commercial [for-profit] organizations, FAR 31.3 and AIDAR 731.3 for educational institutions, or FAR 31.7 and AIDAR 731.7 for other not-for-profit organizations).

B.5 INDIRECT COSTS (DEC 1997)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Period	Description	Rate	Base	Type
	Home Office Rate	%	1/	1/ 1/
	Fringe Benefit Rate	%	2/	2/ 2/
	G&A Rate	%	3/	3/ 3/

1/ Base of Application:
Type of Rate: Final
Period:

2/ Base of Application:
Type of Rate: Final
Period:

3/ Base of Application:
Type of Rate: Final
Period:

B.6 CEILING ON INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS

This clause is applicable to CPFF Task Orders Only

(a) Notwithstanding any other clause of this contract, for each of the Contractor's accounting periods during the term of this contract, the parties agree as follows:

The distribution base for establishment of final overhead rate is _____.

The distribution base for establishment of final G&A rate is _____.

The distribution base for establishment of final Material Handling rate is _____.

The Contractor shall not change its established method of classifying or allocating indirect costs without the prior written approval of the Contracting Officer.

(b) Reimbursement for indirect costs shall be at final negotiated final or predetermined rates, but not in excess of the following ceiling rates during the Base Period and Option Period, if any, of this contract:

<u>For Account Period Ending</u>	<u>Material Handling</u>	<u>G&A</u>	<u>Overhead Rate</u>	<u>Fringe Rate</u>
	%	%	%	%
	%	%	%	%
	%	%	%	%
	%	%	%	%
	%	%	%	%

(c) The Government shall not be obligated to pay any amount on account of indirect costs above the ceiling rates established herein.

(d) This advance understanding shall not change any monetary ceiling, cost limitation, or obligation established in the contract.

(e) A determination as to the adequacy and acceptability of the Contractor's accounting system has preceded the awarding of this contract. To the extent that the allocation and allowability of costs affects the agreement negotiated in this contract, it is understood and agreed that the Contractor shall make no change in this accounting system without the prior written approval of the Contracting Officer. Any agreement to modify of change, in any way, the Contractor's current method of allocating costs in the overhead, G&A, or other indirect cost accounts will require a modification to this contract.

B.6 COST REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

B.7 PAYMENT OF FIXED FEE

B.7(a) **This clause is applicable to CPFF Task Orders Only** For each cost plus fixed fee task order, the Contractor will be paid up to 85% of the fixed fee specified in the price table. The remaining 15% will be held in reserve until the submission of a final voucher under the applicable task order. If, in the opinion of the Contracting Officer, payment of the fixed fee would result in a percentage of fee that is in excess of the percentage of work completed, further payment of the fee may be suspended until the Contractor has made sufficient progress to justify further payment of the fee. In accordance with the clauses of this contract entitled, "Allowable Cost and Payment" (FAR 52.216-7), "Documentation for Payment" (AIDAR 752.7003) and "Fixed Fee" (FAR 52.216-8), only 85% of the total fixed fee will be paid to the Contractor before submission and approval of the final voucher.

B.7(b). A fixed fee percentage will be negotiated and established in the basic contract awarded as a result of this solicitation. Offerors shall propose a fixed fee percentage between 0-10% (reference FAR 15.404-4). The budget elements of each task order shall be negotiated or established per the terms of the basic IDIQ contract and a total estimated cost for each order thus developed. The fixed fee for each task order shall be determined by

applying the fixed fee percentage rate established in the basic IDIQ contract to the total estimated cost (TEC) of the task order. The TEC plus the fixed fee shall be the ceiling price of the task order.

END OF SECTION B

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
Maternal and Child Health Technical Assistance Support Contract (MCH TASC)

BACKGROUND AND STATEMENT OF WORK

C. 1 OBJECTIVE AND GENERAL DESCRIPTION OF THE CONTRACT

- C. 1. (a) The purpose of the Maternal and Child Health Technical Assistance and Support Contract (TASC) is to establish a world-wide mechanism that supports USAID Missions and Bureaus in the implementation of their Strategic Objectives pertaining to maternal health, child health and nutrition, including Vitamin A.
- C. 1. (b) TASC's objectives are to:
- (1) Provide USAID with access to technical expertise and implementation support in areas of maternal health, child health and nutrition in support of Mission Strategic Objectives;
 - (2) provide cost effective implementation mechanisms, by reducing high administrative costs currently paid by Mission's and USAID-centrally-funded activities; and
 - (3) customize technical assistance provisions to meet evolving USAID needs.
- C. 1. (c) In pursuit of its goal, TASC will produce the following outputs:
- (1) Short-term technical assistance and implementation support to USAID Bureaus and field Missions;
 - (2) long-term, in-country coordination and implementation of maternal health, child health and nutrition activities;
 - (3) information dissemination through seminars, workshops, conferences, and working papers, among others; and
 - (4) train host-country decision makers and technical personnel to become proficient in the design and implementation of maternal health, child health and nutrition interventions.

C. 2 BACKGROUND AND RATIONALE

C. 2. (a) BACKGROUND

USAID, through its USAID Country Missions, the Global Bureau's Population, Health and Nutrition Center (the PHN Center), Regional Bureaus, the Bureau for Humanitarian Response, and other operating unit programs has made significant progress in achieving USAID's Goal to Stabilize World Population and Protect Human Health in a Sustainable Fashion. The Global Bureau has two Strategic Support Objectives (SSOs) focused on maternal health, child health, and nutrition in support of this goal:

SSO2: Increased use of safe pregnancy, women's nutrition, family planning, and other key reproductive health interventions; and,

SSO3: Increased use of key child health and nutrition interventions.

Each Strategic Support Objective is supported by four Intermediate Results (I.R.s.) which can be paraphrased as:

- I.R. 1 Appropriate and cost-effective interventions and approaches identified, developed, evaluated, and disseminated.
- I.R. 2 Improved policies and increased global, national and local resources for maternal health, child health, and nutrition.
- I.R.3 Effective community and individual behaviors to prevent and treat major

conditions affecting maternal, child health, and nutrition increased.

I.R.4 Availability, quality and sustainability of maternal health, child health, and nutrition services increased.

USAID has developed four Results Packages to achieve these results: Child Health; Maternal and Neonatal Health; Breastfeeding and Related Complementary Feeding and Maternal Nutrition; and, Nutrition. A Results Package is defined as the basic management unit through which USAID organizes and executes work to achieve results within a specified time and budget. Typically, a Results Package is part of a broader strategy to achieve a strategic objective(s) and is defined through its program outcomes or results. This unit is intended to break down inter-organizational barriers in order to garner the appropriate skills to produce results related to USAID's strategic objectives. As such, many different implementing agencies can work in concert to produce the desired outcomes. Accomplishment of the results described in the Results Packages will require coordinated management of individual activities. Result Packages may have a "Strategic and Technical Coordination Advisory Group", made up of the CTOs, Division Chiefs, and representatives of each of the cooperating agencies involved in the implementation of the Results Package.

USAID Missions, in partnership with USAID/Washington and Bureaus, have also developed their individual strategic frameworks, many of which include strategic objectives and intermediate results which support maternal health, child health and nutrition interventions.

C. 2. (b) PREVIOUS ACTIVITIES

The PHN Center has been providing support to USAID Missions in these areas through several Global Bureau projects, including the Basic Support for Institutionalizing Child Survival (BASICS), MotherCare II, Initiatives, Linkages, and Opportunities for Micronutrient Interventions (OMNI), as well as other specialized projects. These activities have provided long- and short-term technical assistance and, in some cases, implementation of substantial components of Missions' PHN sector programs, as well as pursuing the development of new approaches and strategies and providing global leadership in their areas of expertise.

C. 2. (c) OTHER PHN CENTER ACTIVITIES

The BASICS, MotherCare II, and OMNI contracts are all scheduled to end in September 1998. As a follow-on to these projects, the PHN Center is designing four Results Packages: Child Health; Nutrition; Breastfeeding and Related Complementary Feeding and Maternal Nutrition; and, Maternal and Neonatal Health. A summary of their activities is presented here.

C. 2. (c) (1) The Child Health Results Package

In order to achieve the strategic objective of **increased use of effective, improved, and sustainable child health interventions**, this Results Package will include the following activities:

- Child Health Flagship activity;
- A Maternal and Child Health Technical Assistance and Support Indefinite Quantity Contract ("TASC") activity (The subject of this RFP described in detail below and shared with the Maternal and Neonatal Health and Nutrition Result Packages);

- A Monitoring/Evaluation/Design Support ("MEDS") activity to provide systematic support to Missions and Bureaus for development of new maternal and child health and nutrition activities (shared with the Maternal and Neonatal Health and Nutrition Result Packages);
- A State-of-the-Art Behavior Change, Communication, and Social Marketing activity to provide technical leadership and innovation in support of other PHN Center activities and field programs (shared with the Maternal and Neonatal Health and Nutrition Result Packages); and,
- Occasional Targeted Grants or PASAs/IAAs with other organizations engaged in international Child Survival activities.

The functions and capabilities of these activities are described below.

- **Child Health Flagship Activity.** This activity will assist the PHN Center, other Bureaus, and field Missions in developing and implementing Child Survival programs that make the greatest possible contribution to both people level impact and to the advancement of global Child Survival programming. The Flagship activity will be staffed with highly experienced technical experts in various components of child health and nutrition programming.

The Flagship will apply this expertise in technical partnerships with Missions, Regional Bureaus, and other partners (bi- and multilaterals, NGOs) to identify, plan, support, implement, and evaluate Child Survival activities in countries and regions. This activity will also support the PHN Center's role of global leadership by informing and influencing global policy and program directions in key areas of Child Survival, by serving as a "brain trust" for analysis of key issues related to Child Survival, and by disseminating key information and analyses. The Flagship will also carry out operations and evaluation research to evaluate the feasibility, effectiveness, efficiency, and cost of innovative Child Survival policy and program approaches.

Focusing the Flagship will be achieved by:

- choosing a limited number of priority countries for full engagement, based on strategic criteria;
 - applying operations and evaluation research capabilities to address key topics; and,
 - focusing its technical capabilities on a limited set of key areas.
- **Maternal and Child Health Technical Assistance and Support (TASC) Activity.** (Subject of this RFP) The TASC activity responds to the PHN Center's analysis indicating that USAID field Missions may increasingly need a mechanism to procure and implement health and nutrition sector activities. The growing number of countries utilizing the PHN Center activities for PHN sector activity implementation has created a management and operational load beyond the design of Flagship projects and has overstretched their core technical capability and focus. Through a indefinite quantity contract, the TASC activity will establish a world-wide mechanism to support USAID Missions in the implementation of their Strategic Objectives pertaining to maternal health, child health and nutrition. It will have the capability to provide Missions and Bureaus with long-term resident advisors to help implement programs. It will also be able to provide short-term state-of-the-art technical assistance in maternal health, child health and nutrition, as well as support services such as training, health management and information system development, and other services.

- **Monitoring, Evaluation, and Design/Assessment Support ("MEDS") Activity.** This activity will provide expertise and assistance in monitoring, design, evaluation and assessment. It will assist Missions and Bureaus in conducting country assessments of maternal and child health and nutrition situations, associated program needs and options, and in the design of Mission health and nutrition programs. MEDS will also provide expert assistance in development of monitoring and evaluation frameworks, plans, and procedures (including identification of appropriate indicators and measurement methods) for Missions, and in designing and carrying out holistic evaluations of field

programs in maternal and child health and nutrition.

Since the MEDS activity will be directly engaged in design and evaluation of USAID Mission health and nutrition programs, the contractor implementing the MEDS activity will be excluded from implementation of the Flagship, TASC, or CHANGE activities, since these activities might be candidates for roles in implementation of activities designed or evaluated by MEDS. The PHN Center activities including the Flagship, TASC, and CHANGE activities will be able to provide technical inputs to MEDS assessments, designs, and evaluations; if this occurs, the MEDS activity and the relevant activity managers will assure avoidance or mitigation of Organizational Conflict of Interest.

- **Behavior Change, Communication and Social Marketing Innovation/State-of-the-Art ("CHANGE") Activity.** CHANGE will be a small technical activity focused on developing and transferring innovative behavior change strategies and approaches to improve results of HN Flagships, other the PHN Center activities, and Missions. CHANGE will also provide HN with technical focus and leadership in the field of behavior change. It will focus on closing the gap between knowledge and use of key health and nutrition behaviors by providing new approaches and improving applications of existing strategies to close the gap.

CHANGE will focus its efforts on behaviors that have important impact on children's survival and health, maternal health, and maternal and child nutrition, such as sick child careseeking, infant and child feeding and breastfeeding, adolescent health risk, and improved hygiene. Rather than working independently, CHANGE will work through collaborative engagement in child health and nutrition program activities of Missions and the PHN Center Flagships.

This activity will improve behavior relative to key Child Survival and other health and nutrition interventions through three approaches:

Developing new tools, such as approaches that aim at groups rather than individuals, that identify determinants of personal choice, that utilize individuals' identification with others to promote change, or that involve organizational change approaches that use institutional structure to promote behavior change (e.g., Baby Friendly hospitals).

Improving planning and evaluation, by developing, applying, and disseminating to other PHN Center activities and Missions a systematic approach to evaluating options for IEC/behavior change/social marketing investments, as well as indicators and measurement approaches to evaluate the effectiveness of behavior change activities.

Testing comprehensive packages, working with other PHN Center activities and partners to design, implement, and evaluate behavior change programs involving multiple approaches aimed at documenting effectiveness and cost-effectiveness in improving key maternal and child health related behaviors.

- **Targeted Grants and PASAs/IAAs** with international organizations and U.S. Government agencies may be developed during the course of this Results Package to combine the PHN Center's comparative advantage in Child Survival with the comparative advantages of the participating organization, in order to achieve specific outcomes related to the objective of this and other PHN Center Results Packages.

To achieve coordination and exchange, the Results Package will have a **"Strategic and Technical Coordination and Advisory Group"**. This group will be made up of the Cognizant Technical Officers (CTOs), Division Chiefs, the SS03 Team Leader, other Office of Health and Nutrition staff, representatives of each of the cooperating agencies involved in implementation of the Results Package, and selected outside technical experts. The group will set priorities for the Results Package, review progress in implementation, identify and exchange important experiences, "best practices", prioritize new approaches, and discuss technical and strategic issues identified as important to improving child health and nutrition policy and programming. This group will meet quarterly during the first year of the Results Package, and semi-

annually thereafter. The MEDS activity will serve as Secretariat for the "Strategic and Technical Coordination and Advisory Group".

C. 2. (c) (2) Nutrition Results Package

The overall goal of the Nutrition Results Package is **Increased use of nutrition interventions to promote health and survival among women and children.**

In order to reach the overall nutrition goal, this results package contains three results:

1. Improved breastfeeding and related complementary feeding and maternal nutrition.
2. Improved and expanded micronutrients service delivery.
3. Improved public nutrition policy, strategy and program development.

Activities under the Nutrition Results Package include the following:

- Micronutrient Support Activity

The Micronutrient Support Activity will be a cooperative agreement awarded in FY 1998 to provide global leadership in reducing micronutrient deficiencies among vulnerable groups in developing countries. Focusing on vitamin A, the cooperative agreement will:

1. Provide global leadership in the development, implementation, and promotion of improved, cost-effective and scaled-up micronutrient interventions;
2. Enhance the sustainability of micronutrient delivery systems; and,
3. Promote increased public demand for micronutrient-rich foods

- Johns Hopkins University Cooperative Agreement

The relationship between USAID and The Johns Hopkins University (JHU) is based on over 20 years of collegial scientific work. JHU conducts research, provides technical assistance and advocates the prevention of vitamin A and other micronutrient deficiencies that adversely impact on the public's health and reduce human capacity in the developing world. In doing so, the Program seeks to expand the scientific foundations upon which the programs of USAID, other agencies, and governments are built while assisting the Agency to achieve its goals to reduce infant, child and maternal mortality. Building on the successes of the past in revealing the impact of vitamin A on preschool child mortality, the JHU Program is currently defining more clearly the importance of vitamin A and other micronutrient intakes in maintaining the health and survival of young infants and fetuses, children, and women of reproductive age. The JHU program provides training and in-country scientific assistance in each of its activities and through academic programs with counterparts throughout the world to stimulate innovative approaches, advocate sound national policy, and promote local capacity to prevent micronutrient deficiencies. JHU serves as the predominant research arm for the USAID nutrition results package.

- Community Program Support, Helen Keller International Cooperative Agreement

Helen Keller International (HKI) has been at forefront of early efforts to reduce nutritional blindness due to vitamin A deficiency. Under the present cooperative agreement, begun FY98, HKI is continuing its focus on micronutrient program issues at the community level. HKI will continue its emphasis on further integration of vitamin A activities within USAID and national programs for child survival and reproductive health as well as on improving maternal nutritional status as a means to reduce premature/low birthweight infants, and on improving infant and child nutritional and health status through improved child care. HKI has maintained strong nutrition programs in a number of countries including Bangladesh, Indonesia, the Philippines, Niger and Mali. HKI has been particularly effective in providing technical assistance and training to PVOs, NGOs and community-based organizations, while engaging and assisting in-country counterparts in the

formulation of policies and implementation of public health sector programs in support of community initiatives.

- International Life Sciences (ILSI) Cooperative Agreement

ILSI serves as the secretariat for the International Vitamin A Consultative Group (IVACG) and the International Nutritional Anemia Consultative Group (INACG). In their international meetings and highly regarded publications, IVACG and INACG have analyzed issues related to the etiology, treatment, and prevention of vitamin A and iron deficiencies, facilitated the exchange of innovative concepts, research findings, and programmatic interventions; and, developed guidelines for public policy. These are the only established institutions with international representation for which micronutrients are the sole area of interest. ILSI's expert panel meetings provide timely identification and response to key scientific issues; and given, ILSI's long history and centrality to the issue of vitamin A deficiency and its prevention and control, is widely recognized as a most credible source and galvanizing force in the field. ILSI with more than 300 corporate members worldwide, has been active in helping USAID's Vitamin A Enhanced Effort develop productive contact with private industry and civic organizations in vitamin A supplementation, fortification and nutrition education efforts.

- Food and Nutrition Technical Assistance (FANTA) Activity

FANTA is intended to maximize the impact of nutrition and food security-related programs implemented by USAID and its partners in developing countries. FANTA will provide technical assistance in the areas of nutrition and food security-related program design, implementation, monitoring, and evaluation as well as nutrition and food security policy and strategy development. This activity has an unprecedented opportunity to influence the quality and health impact of food aid programming, both through its role in providing direct assistance to cooperating sponsors, Missions, and the USAID Bureau for Humanitarian Response, and through its role in facilitating technical exchange and cooperation with other on-going PHN Center activities.

- Food Technology and Nutrition Program - SUSTAIN

SUSTAIN supports private-private partnership of US and Local industry to improve the quality of food products. It also supports BHR activities in assessment of quality of micronutrient processing, food manufacture and packaging for emergency foods.

C. 2. (c) (3) Breastfeeding and Related Complementary Feeding and Maternal Nutrition Results Package

- Linkages

Linkages will continue to integrate breastfeeding, complementary feeding, the Lactational Amenorrhea Method, and maternal nutrition into existing child survival, maternal and child health, family planning, and emergency relief programs in developing countries. This will be done through training and technical assistance, program-driven research, policy advocacy, and information sharing and dissemination.

C. 2. (c) (4) Maternal and Neonatal Health Results Package

The purpose of this Results Package is to increase appropriate maternal and neonatal health and nutrition practices in support of Agency Strategic Objectives to reduce deaths, nutritional insecurity and adverse health outcomes to women and to reduce child mortality. The program is designed to address the needs of women of childbearing age, with particular emphasis on the needs of women during pregnancy, delivery, and the postpartum period, and on the newborn in the first seven days of life. Six intermediate results are: integration of appropriate maternal and neonatal nutrition interventions into services; improved birth preparedness; improved safe delivery, postpartum and neonatal care; improved management of obstetric and neonatal complications; improved maternal and neonatal health research, policy and programming, and improved coordination between all USAID functions that impact on maternal survival.

- Maternal and Neonatal Health Activity

A cooperative agreement and a grant to UNICEF are being designed to address the results of the results package.

C. 2. (d) VITAMIN A ENHANCED EFFORT

An important element of the PHN Center's Child Survival and Nutrition Results Packages is the Vitamin A Enhanced Effort (VITA). VITA is not a separate procurement, rather it is an initiative which will be integrated into appropriate PHN Center activities. It has the firm endorsement of the USAID Administrator and represents a clear child survival priority over the next 5-10 years. Expanding the intake of adequate Vitamin A in mildly and severely deficient children will increase survival by 23% (at 80% coverage). Vitamin A delivery is a highly cost-effective child survival intervention and will be integrated into USAID child survival programs globally where vitamin A deficiency exists. Delivery will focus on supplements, fortification and dietary intake in order to assure at least 80% sufficiency in children at risk. Strategic partners will include USAID host governments, cooperating agencies, NGOs, civic groups, the U.S. food industry, and, multi- and bilateral donors (at present, other donors include UNICEF and CIDA). Key technical areas include integration of supplementation into CS programs, policy dialogue and advocacy, public/private sector cooperation in food fortification, expansion of private sector markets, community-based behavior/dietary change, donor coordination, and, monitoring and evaluation of impact. Potential emphasis countries include, but are not limited to, India, Bangladesh, Nepal, Indonesia, Zambia, Uganda, Ethiopia, Tanzania, South Africa, Nicaragua, Peru, and El Salvador. Specific results over the 5-7 year timeframe are: 1) significant progress towards the World Summit for Children goal of Vitamin A deficiency elimination; 2) number of vitamin A deficient children in target countries reduced by 80%; and, 3) at least 20% decrease in child deaths in target countries. The Child Survival and Nutrition Results Packages will emphasize VITA as a key child survival intervention, and part of their success will be measured against the adequate intake of vitamin A by children in need. Similarly, the effectiveness and success of Activities and their Contractors within the Results Packages will be partially assessed by VITA results.

C. 2. (e) RATIONALE

The PHN Center needs to provide a mechanism to deliver additional cost effective, integrated support to Missions and Bureaus in the areas of maternal health, child health and nutrition. TASC is designed to meet these needs. This mechanism will:

- Provide technical assistance to integrated programs;
- Reduce procurement time for Missions and Bureaus;
- Provide an additional mechanism for Missions with reduced management capability to continue to implement activities related to their Strategic Objectives;
- Allow Regional Bureaus to provide assistance to non-presence countries;
- Increase the competition in child survival, maternal health, and nutrition technical assistance by increasing the number of firms providing this service; and,
- Reduce, where appropriate and needed, the overextension of other PHN Center projects.

C. 3 SCOPE OF WORK

The Contractor shall provide to USAID Missions, Global Bureau's Population, Health and Nutrition Center (the PHN Center), Regional Bureaus, the Bureau for Humanitarian Response, Field Missions and other operating units such services as may be required under Task Orders to be issued hereunder relating to maternal and child health, child survival and nutrition. The Contractor

shall also provide, as requested by Field Missions and other operating units through TASC, long- or short-term technical assistance and/or advisory services to host country institutions (both governmental and non-governmental) to promote maternal and child health and nutrition.

C. 3. (a) Contractor's Role Within TASC

The Contractor shall interact closely with USAID PHN Center staff. TASC will provide a technical resource mechanism from which Missions and Bureaus may draw to meet broad-based or specific child survival, maternal health, and nutrition support requirements. Based on Task Orders, the Contractor may be expected to promote increased use of maternal health, child health and/or nutrition services through policy reform, behavior change and the assessment, programming, training, and equipping for child survival, maternal health, and nutrition interventions.

C. 3. (b) Description of Functional Activities and Tasks

The four primary components of maternal health, child health and/or nutrition programs in USAID supported countries generally include: (1) Sector Assessment and Planning¹; (2) Policy Reform; (3) Community and Individual Behavior Change Interventions; and (4) Service Delivery Interventions.

When a Task Order is placed under this Contract, the Contractor shall be required to perform the functions and tasks within the following framework, or as otherwise specified by the Task Order. Contractor performance shall be evaluated against the performance indicators as established in each Task Order:

¹Note that due to potential organizational conflict of interest resulting from contractors bidding on programs they designed, sector assessments and planning will normally be conducted by the MEDS Activity.

C. 3. (b) (1) Policy Reform

The Contractor may be directed to undertake the following functions:

- (a) Conduct analyses and prepare assessments of existing policies which may impede the success of maternal health, child health and/or nutrition programs; and
- (b) Advise host governments on strategies to improve policies where required.

Illustrative tasks include:

- Provide a short-term technical assistance team to review and assess policy constraints to maternal health, child health and/or nutrition programs;
- Provide a long-term advisor or team to recommend and draft more appropriate policies; and/or
- Organize and facilitate conferences and meetings in the United States and USAID-supported countries in order to support maternal health, child health and/or nutrition policy.

C. 3. (b) (2) Community and Individual Behavior Change

The Contractor may be directed to undertake the following functions:

- (a) Prepare assessments of existing activities which influence demand for services, or other household or community behaviors which affect maternal health, child health and/or nutrition programs;
- (b) Advise host governments or non-governmental organizations on alternative, and improved behavior change strategies, based on experience in other countries and in coordination with the CHANGE Project;
- (c) Cooperatively design behavior change interventions which will lead to improved results;
- (d) Coordinate and facilitate training programs in USAID-supported countries in the areas of maternal health, child health and/or nutrition; and
- (e) Assist in the implementation of the interventions.

Illustrative tasks include:

- Provide long-or short term technical assistance to conduct analyses and review and assess barriers to desired behavior change;
- Propose improved Information, Education and Communication activities;
- Organize or subcontract training;
- Provide long-term technical assistance to assist in the establishment of community-based programs; and/or
- Advise in the development and implementation of mass media programs.

C. 3. (b) (3) Maternal Health, Child Health and/or Nutrition Service Delivery

The Contractor may be directed to undertake the following functions:

- (a) Conduct analyses and prepare assessments of existing service delivery activities;
- (b) Advise host governments or non-governmental organizations on improved service delivery strategies, based on experience in other countries;
- (c) Cooperatively design service delivery interventions which will lead to improved results; and
- (d) Coordinate and facilitate training programs in USAID- supported countries in the areas of maternal health, child health and/or nutrition.
- (e) Assist in the implementation of the interventions.

Illustrative tasks include:

- Provide long-or short term technical assistance to review and assess facility based services;
- Provide long-or short term technical assistance to review and assess community based services;
- Propose programs to improve delivery of maternal, and child health and nutrition services;
- Organize or subcontract training;;
- Provide long-or short term technical assistance to assist in the establishment of community-based programs; and
- Provide long-or short term technical assistance to assist in the establishment of facility-based programs.

C. 3. (c) Grants Management

Per USAID CIB 94-23, the contractor may be required to manage and administer grants after they are awarded by USAID. The contractor will not be authorized to execute or award grants on behalf of USAID.

C. 4 REQUIRED PROFESSIONAL SKILLS

In order to perform the scope of work set forth in Section C.2. above, the Contractor shall provide the appropriate specialist personnel, meeting or exceeding the education and experience levels of the Functional Labor Categories indicated below.

C. 4. (a) U.S. and Non-U.S. Expatriate Professionals

The following requirements are to be applied in the recruitment and selection of U.S. and Non-U.S. Expatriate Personnel:

Level I: A Level I Specialist must have an M.D., Ph.D. or its equivalent, and ten years of relevant work experience, of which no less than five years must have been spent working in a developing country context.

Level II: A Level II Specialist must have an M.D., Ph.D. or its equivalent, and five years of relevant work experience, of which no less than two years must have been spent working in a developing country context.

Level III: A Level III Specialist must have a MPH, other masters level degree, and three years prior work experience in a relevant area.

NOTE: The minimum qualifications defined in the levels for each functional labor category shall be strictly followed in the selection and payment of personnel via the Task Order system. In all instances where either an M.D., Ph.D. or equivalent (i.e., a doctoral degree) is required, the equivalent is defined as a Masters degree in the relevant technical discipline plus four

years of relevant professional work experience. In all cases where equivalent work experience is substituted for the educational requirement, required years of work experience are in addition to the years of work experience listed for the level/position for either the masters or doctoral degree. For example, an individual with a Masters degree who is proposed under Level I must have (as a minimum) a total of fourteen years relevant work experience (four years to satisfy the requirement for the equivalent of a doctoral degree in addition to the ten years of relevant work experience required).

C. 4. (b) Locally-Hired National Personnel

When requested to respond to a Task Order statements of work, the Contractor shall provide, as required, CV's and completed Contractor Employee Biographical Data sheets.

The position descriptions for each of the locally-hired nationals are to be proposed by the Contractor when they are required for task orders. The descriptions shall define the overall experience and educational credentials that are required.

C. 4. (c) Functional Labor Categories

1. The contractor shall develop and maintain a data base for consultants and other experts for possible use under this contract as short- or long-term advisors. The contractor's consultant data base should include expertise in the following technical areas. However, if a contractor specializes in a particular technical area or areas, its data base does not have to include experts in all areas.

1. behavior change communications
2. birth spacing
3. birth preparedness
4. breastfeeding and complementary feeding
5. community development
6. condom social marketing
7. control of acute respiratory infection
8. diarrheal disease control
9. environmental health
10. epidemiology
11. essential obstetrical care
12. ethnographic research
13. food security
14. growth monitoring
15. health care financing
16. health services research
17. health program management
18. health policy
19. health social marketing
20. health sector reform
21. health technology assessment
22. health behavior change communications
23. HIV/AIDS prevention programs
24. immunization
25. infant nutrition
26. infectious diseases
27. integrated management of childhood illness
28. malaria
29. maternal health
30. maternal nutrition
31. micronutrients
32. nutrition
33. nutritional aspects of food aid
34. obstetrical complications
35. operations research
36. organizational development
37. orphan programs
38. perinatal and newborn care
39. pharmaceutical management
40. policy development

41. postpartum care
42. prosthetics programs
43. quality assurance
44. reproductive health
45. respiratory diseases
46. safe delivery
47. STD case management programs
48. supervision
49. training
50. tuberculosis case management
51. vaccination services
52. vaccine development
53. vaccine production
54. vitamin A
55. other health disciplines, as appropriate

The contractor shall provide consultants with the specified expertise, availability, language proficiencies, and experience. The contractor shall provide all necessary logistical support, including travel arrangements (including USAID clearances), computer support, team planning facilitation, and report editing and dissemination.

2. Staffing: To carry out this statement of work, the contractor shall provide a combination of permanent staff and consultants. In order to respond to the complete range of possible needs, the contractor shall maintain a computerized data base of consultants, identified by areas of expertise, language abilities, and experience.

Specific Minimum Staff Requirements:

i) Project Director. S/he should have demonstrated experience in the field of health care delivery in developing countries, with emphasis on primary health care services. The Project Director is expected to provide vision, direction, and leadership in bringing together disparate technical areas which span all regions of the world. The Project Director will be especially critical to the success of establishing and implementing systematic assessments and in supporting the strategic and technical coordination and expert advisory groups. In addition to providing technical leadership, the Project Director should have experience at supervision of professionals and have experience in managing USAID financed projects, be familiar with USAID policies and administrative procedures, and have experience in design and implementation of overseas health projects. This person must have strong writing and oral presentation skills. Language ability at FSI-2 level in Spanish and/or French, is desirable. Educational background should be at a minimum, a masters degree in public health or a related area (e.g. economics, sociology, anthropology, etc, with a health concentration).

ii) Project Manager. S/he should have demonstrated experience in the field of health care delivery in developing countries, with emphasis on primary health care services. The Project Manager will serve as the chief day to day coordinator of requests for services, ensures uniformity in quality and content of documents prepared, and ensures that such documents are ready in a timely fashion. The Project Manager should have experience at supervision of professionals and proven capability at team building, and be familiar with USAID policies and administrative procedures. The Project Manager must have strong writing and oral presentation skills. Language ability which complement the Project Director at FSI-2 level in Spanish and/or French is desirable.

iii) Project Technical Expert. The Project Technical Expert will serve as the principal technical specialist in the key areas identified in Section C.1 above. This person serves as a technical resource to the project, conducting studies including, but not limited to: background studies, assessments, indicator development, lessons learned, reports on emerging issues, etc. As such each specialist should have strong technical knowledge and significant demonstrated experience international development applications of the key areas. The Project Technical Expert must have strong writing and oral presentation skills. Educational background at a master's level in the relevant field is required, with a doctoral level highly desirable.

iv) Project Assistant. S/he should have general knowledge of health services and of international development. Educational background should be at least at the bachelor's degree level. Language ability in Spanish and/or French is highly desirable.

v) Administrative Assistant. S/he should have knowledge and experience in office management and administrative activities sufficient to be able to do time keeping, international travel arrangements, and general administrative duties.

All contractor staff members are expected to have ability to use personal computers, be experienced in word processing and spreadsheet packages such as Word Perfect, Lotus, and others.

3. Office: The contractor will establish an office sufficient to support the activities described in this statement of work, including consultant work space, computers, a meeting room, telephone and telefax, photocopying, desk top publishing, and secretarial support. The contractor shall establish an internet connection compatible with the USAID electronic mail system. The contractor shall submit deliverables in software compatible with that utilized by USAID, currently WordPerfect 5.1/5.2 for Windows for word processing and Lotus 1-2-3 for Windows for spreadsheets.

END OF SECTION C

SECTION D - PACKAGING AND MARKING

D.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. AID ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

NUMBER	TITLE	DATE
752.7009	MARKING	JAN 1993

END OF SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.gsa.gov/far/>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR 1984
52.246-15	CERTIFICATE OF CONFORMANCE	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

U.S. Agency for International Development
Office of Population, Health and Nutrition
G/PHN/HN/CS
Third Floor, Ronald Reagan Building
Washington, D.C. 20523

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The COTR listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

E.3 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth herein shall be conducted jointly by the COTR and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

END OF SECTION E

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.info.usaid.gov>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER Alternate I (APR 1984)	AUG 1989

[End of Clause]

F.2 DELIVERABLES

As directed by the CTO, the contractor shall submit from one to ten copies of the following reports and plans:

- a) Work plans: Within 90 days of award, and annually thereafter, the contractor shall submit for CTO approval a work plan describing the activities anticipated for the following 12 months.
- b) Quarterly Progress Reports: Within 30 days of the end of the contract's first full quarter, and quarterly thereafter, the contractor shall submit for CTO approval a summary of activities completed or under way during the preceding 3 months, including a summary of contract finances.
- c) Annual Report: Within 30 days of the end of each 12 month period, the contractor shall submit for CTO approval a summary of the activities carried out under the contract during the preceding 12 months, addressing both technical and financial issues.
- d) Ad Hoc Reports: In addition to the reports outlined above, task orders may specify reporting requirements for the involved activity.

F.3 752.7026 REPORTS (OCT 1996)

- 1. Performance monitoring reports (PMRs): The Contractor shall submit performance reports summarizing progress of the major activities in process in relation to the requirements of the contract, indicating any problems encountered, and proposing remedial actions as appropriate.
 - (a) Performance reports shall be submitted within 30 days of the three-month periods (calendar quarters) ending on March 31, June 30, September 30, and December 31.
 - (b) The contractor shall submit the reports to the cognizant Contracting Officer's Technical Representative (COTR) identified in Section G of the Schedule, who will forward the reports to the responsible Contracting Officer.
- 2. Performance evaluation reports (PERs): The CO shall use information contained in the periodic PMRs, discussed in paragraph 1, and input from the COTR, to evaluate contractor performance on completion of activities and, for multi-year contracts, on an interim basis.

- (a) The Contractor Performance Report (AID form 1420-66) which will be used to evaluate performance is attached to the Schedule (See list of attachments, Section J).
 - (b) Contractors shall have 30 days to comment on or rebut the assessment, or may simply concur with the assessment by signing and returning the CPR form to the CO.
3. No other performance reports shall be required. The contractor, however, shall promptly notify the CO and COTR of any problems, delays, or adverse conditions which materially impair the contractor's ability to meet the requirements of the contract.

F.4 PERIOD OF PERFORMANCE

The period of performance for this contract is September 30, 1998 through September 30, 2003.

F.5 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.7026, Reports, the Contractor shall submit the deliverables or outputs specified by the COTR specified in Section G.

F.6 PERFORMANCE OF TASK ORDERS

F.6.(a) The Contractor shall, upon receipt of a task order signed by a Contracting Officer, promptly commence performance of the work specified therein. It is anticipated that there will be very short notice of requirements for services under this contract and the Contractor's prompt response is required.

F.6.(b) Subject to the prior written approval of the CTO (see Section G.3 of this contract), the Contractor may be authorized to continue performance under a task order beyond the estimated completion date set forth therein; provided that performance shall not extend beyond 60 calendar days from the original estimated completion date set forth in the task order. Prior to the original estimated completion date, the Contractor shall provide a copy of the CTO's written approval for any extension to the term of the task order to the Contracting Officer; in addition, the Contractor must attach another copy of the CTO's approval for such continued performance under the task order to the completion voucher submitted for payment. No authorized extension provided for a task order can extend beyond the contract completion date.

F.6.(c) It is the Contractor's responsibility to ensure that such CTO-approved continuations of performance do not result in costs which exceed the ceiling price of the task order. Under no circumstances shall such CTO-approved continuations of performance authorize the Contractor to be paid any sum in excess of the ceiling price of the task order.

F.6.(d) Proposed adjustments to the period of performance of a task order which would cause the elapsed time for completion of the work to exceed 60 calendar days beyond the original estimated completion date must be approved in writing, and in advance, by the Contracting Officer. Requests for such approvals must be submitted in writing to the Contracting Officer prior to the estimated completion date of the task order when the CTO has not approved an extension in accordance with F.6.(b) above, or prior to the project officer's approved extension date, if the CTO has already approved an extension pursuant to F.6.(b).

F.6.(e) Subject to the prior written approval of the CTO, the Contractor may be authorized to adjust the number of days actually employed in the performance of the work by each functional position specified in a task order. The Contractor must specify which personnel and labor categories are to be adjusted; only the Contracting Officer may authorize the Contractor to exceed the ceiling price of a task order.

The Contractor shall attach a copy of the CTO's approval to the completion voucher submitted for payment.

F.6.(f) It is the Contractor's responsibility to ensure that the CTO's adjustments to the work days ordered for each functional position do not result in costs which exceed the ceiling price of the task order. Under no circumstances shall the CTO's adjustment authorize the Contractor to be paid any sum in excess of the ceiling price of the task order.

F.7 ADDRESS FOR PPC/CDIE/DI

The reports and other intellectual products referenced at 752.7026, Reports, should be sent to:

U.S. Agency for International Development
PPC/CDIE
Attn: Ms. Gloria White
Room 6.07-121 RRB
Washington, D.C. 20523-6802

END OF SECTION F

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES
AND AID ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

NUMBER	TITLE	DATE
752.7003	DOCUMENTATION FOR PAYMENT	APR 1984

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

U.S. Agency for International Development
Office of Procurement
M/OP/A/HRN, 7th Floor
Ronald Reagan Building
1301 Pennsylvania Avenue, N.W.
Washington, DC 20523

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer's Technical Representative is to be specified via a letter or his or her designee at:

USAID - Office of Population, Health & Nutrition
G/PHN/HN/CS, 3rd Floor
Ronald Reagan Building
1301 Pennsylvania Avenue, N.W.
Washington, DC 20523

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered.

Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The COTR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to

correct all deficiencies; perform acceptance for the Government.

- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer's Technical Representative" with a copy furnished to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The COTR is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The COTR may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

- (c) The COTR is required to meet quarterly with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.
- (d) In the absence of the designated COTR, the COTR may designate someone to serve as COTR in their place. However, such action to direct an individual to act in the COTR's stead shall immediately be communicated to the Contractor and the Contracting Officer.
- (e) **Contractual Problems -** Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COTR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

- (f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.5 752.7003 DOCUMENTATION FOR PAYMENT (APR 1984)

For cost reimbursement task orders, the contractor is to adhere to the following:

(a) Claims for reimbursement under this contract shall be submitted to the Paying Office indicated on the cover page of this contract. The authorized Certifying Officer of the Paying Office is the designated representative of the Contracting Officer, authorized to approve vouchers under this contract. The Contractor shall submit a Voucher Form SF-1034 (original) and SF-1034(a) in three copies. Each voucher shall be identified by the appropriate USAID contract number, properly executed, in the amount of dollar expenditures made during the period covered. The voucher forms shall be supported by:

- (1) Original and three copies of a certified fiscal report rendered by the Contractor in a form and manner satisfactory to USAID substantially as follows:

TOTAL EXPENDITURES			
Category	Budget Amount	To Date	This Period (indicate dates)
*Salaries and wages:			
Home office	\$XXX	\$XXX	\$XXX
Field office	XXX	XXX	XXX
Indirect costs:			
Home office	XXX	XXX	XXX
Field office	XXX	XXX	XXX
Consultant fees	XXX	XXX	XXX
Allowances	XXX	XXX	XXX
Travel and transportation	XXX	XXX	XXX
Expendable equipment and materials	XXX	XXX	XXX
Non-expendable property	XXX	XXX	XXX
Participant costs	XXX	XXX	XXX
Other direct costs	XXX	XXX	XXX
Grand Total	\$ XXX	\$XXX	\$XXX

* Subcategories and additional information may be required by individual task order.

- (2) The fiscal report shall include a certification, signed by an authorized representative of the Contractor, as follows:

The undersigned hereby certifies that (i) the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract, and to the best of my knowledge and belief, that they are correct, that the sum claimed under this Contract is proper and due, that all the costs of contract performance (except as herewith reported in writing) have been paid or will be paid currently by the Contractor when due in the ordinary course of business, that the work reflected by the costs above has been performed, that the quantities and amounts involved are consistent with the requirements of this Contract, that all required Contracting Officer approvals have been obtained, and (ii) appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this Contract.

BY: _____
TITLE: _____
DATE: _____

(3) Unless otherwise provided in this contract, the Contractor shall submit a vendor's invoice detailing the quantity, description, and price for each individual item purchased, as follows:

- (i) Expendable equipment, supplies, or commodities -- for transactions totaling more than \$2,500.
- (ii) Non-expendable property -- for every purchase. Non-expendable property is property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.
- (iii) The bill of lading or airway bill as evidence of shipment by U.S.-flag carrier.

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instruction provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clauses of this contract entitled "Examination of Records by Comptroller General" and "Audit".

G.6 PAYING OFFICE

A voucher is the Contractor's bill or written request for payment under this contract for services accepted by the Government in accordance with Section E. The Contractor shall prepare a voucher and shall render a hard copy original plus three (3) copies for all charges during the period immediately following the period in which the services are formally accepted by the Government. Vouchers shall be submitted to the following addresses:

M/FM/CMP/RP
RM 7.07-072, RRB
Washington, DC 20523

or the address stated on the task order.

G.7 ACCOUNTING AND APPROPRIATION DATA

To be inserted at time of award

END OF SECTION G

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS AND AIDAR 752.7027 PERSONNEL

In accordance with the above clauses, the Contracting Officer hereby provides prior written approval for international travel, provided that concurrence with the assignment of individuals outside the United States is obtained by the Contractor, in writing, from the COTR prior to their assignment abroad, which must be within the terms of this contract, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall retain for audit purposes a copy of each travel concurrence.

H.2 INSURANCE AND SERVICES

- (a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Clark and Sampson, Inc.
118 North Saint Asaph Street
Alexandria, VA 22314-3186
Telephone: (703) 683-6601

- (b) Pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services, USAID's Medevac service provider is:

Medex Assistance Corporation
P.O. Box 5375
Timonium, MD 21094-5375
Telephone: (410) 453-6300 in Maryland;
or (800) 537-2029 (toll-free)
Telefax: (410) 453-6301
Email: operations@medexassist.com

Applicants should request coverage in accordance with USAID Contract No. HNE-Q-00-98-00106-00.

Medevac services costs are allowable as a direct cost.

H.3 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 000.

H.4 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

H.5 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated _____ is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development
Office of Small and Disadvantaged Business
Utilization
SA-14, Room 1200I

H.6 TASK ORDERS

H.6.1 Task Order Instructions

H.6.1.a General Instructions

The USAID will order the services described herein by means of task orders with specifically defined scopes, schedules and deliverables. The Contractor shall perform work under this contract only as directed in the task orders as issued by the Contracting Officer. The Contractor shall furnish the necessary skilled personnel, supervision, services, materials, facilities, and any other item necessary to perform the task directed by each order. As requested by the USAID, the Contractor shall provide the CTO with resumes for all candidate personnel intended to work under this task order.

H.6.1.b Task Orders - General

(a) Tasks specified under this contract shall be ordered by the placement of a task order issued by the Contracting Officer. Task Orders may be issued only by a Contracting Officer, subject to any terms, conditions, and/or limitations which may be imposed by the Contracting Officer.

(b) All task orders are subject to the terms and conditions of this contract. In the event of a conflict of interest between a task order and this contract, the contract shall control.

(c) The Contractor shall not proceed with any work under a proposed task order unless the order is signed by the Contracting Officer. Each task order will indicate an effective date, to be considered the start date for that order, and delivery dates for applicable deliverables.

(d) Any task order issued during the effective period of the contract, but is not completed within that period shall be completed by the Contractor within the time specified in the task order. No task orders may be modified to allow for a period of performance that exceeds the estimated completion date of this contract. The basic contract period is not extended unless by formal contract modification and new task orders shall not be issued after the basic contract estimated completion date, as modified. The Contracting Officer is the only person who may modify the basic Contract.

(e) Funds for services to be provided under this contract will be obligated by the task order or contract modification, if applicable.

H.6.1.c Task Proposal Requests

(a) All work and services to be performed under this contract will be initiated by a "Task Proposal Request" (TPR) to be issued by the CTO or Contracting Officer, either orally, in writing, by facsimile or electronic transmission as allowed by FAR 16.505(a)(4). The initial TPR will be issued by the Contracting Officer. As a minimum each task proposal request will include the following:

- (1) The contract number
- (2) A description of the work to be performed and contract type
- (3) The desired period of performance or required completion date
- (4) Reporting requirements and deliverables
- (5) The date and time the Contractor's response is due
- (6) Task order evaluation factors, if any.

H.6.1.d Task Proposals

(a) The Contractor may be asked to provide an oral presentation or written response to the TPR within five calendar days, unless otherwise specified in the TPR. The Contractor's written response shall consist of the following:

- (1) a technical proposal specifying the Contractor's approach to performing

the work required;

- (2) a detailed work schedule identifying all significant milestones and deliverables;
- (3) a price or cost proposal for the performance of the required work on a firm fixed price or cost reimbursement, depending on the contract type; and,
- (4) the names of all purposed staff as required under Section H.8.1.a.

(b) The CTO and/or Contracting Officer may enter into discussions with the Contractor(s) regarding the task proposal for purposes of negotiating the technical issues or any other issues.

H.6.1.e Contents of Task Orders

Tasks orders placed under this indefinite-delivery contract shall contain the following information:

- a. Date of the order
- b. Contract number, contract type, and task order number (sequentially numbered)
- c. The Scope of Work and performance standards
- d. The Source of Funds and Fiscal Data (including Budget Plan Code).
- e. The Ceiling Price and Obligated Amount, which shall constitute the maximum obligation of the Government to the Contractor for performance of the Task Order.
- f. The Quantity of Services/Work days.
- g. The types of Services/Personnel Requirements, including:
 - (1) the number of work days ordered for each functional labor category (FLC),
 - (2) the name(s) of approved individual(s) for each functional labor category.
 - (3) the specific duties and responsibilities for each FLC, if such specification from the FLC's in the contract are needed, and
 - (4) The fixed daily rate for each authorized individual.
- h. The Period of Performance, delivery schedule and specific requirements (if any), including a time line indicating benchmarks - milestones and performance standards and completion date.
- i. The Budget
- j. The Logistic Support.
- k. The Language Requirements, if any.
- l. The Special Requirements/Relevant Information (e.g., source/origin waivers).
- m. The Government Furnished Property, if any, to be furnished to the Contractor, or the alternative means of obtaining same.
- n. The Authorized Work Week.

H.6.1.f Task Performance Evaluations

(a) The CTO shall prepare an evaluation of the Contractor's performance in accordance with the subpart 42.15 of the Federal Acquisition Regulation (FAR) and Section E of this contract, annually at the conclusion of each individual task order.

H.7 Fair Opportunity To Be Considered

(a) Pursuant to FAR 16.505, the following procedures shall be followed in order to ensure that awardees shall have a fair opportunity to be considered for each task order:

Each awardee under the respective function area shall be provided a fair opportunity to be considered for each order in excess of \$2,500, unless:

1. the need for the service is of such urgency that providing such opportunity would result in unacceptable delays;
2. the services required are unique or highly specialized to the extent that only one of the awardees is capable of providing the level of quality required;
3. the order is issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to an order already issued, provided that both awardees were provided an opportunity to be considered for the original order;
4. all firm-fixed price task orders will be competed; and,
5. it is necessary to place an order to satisfy a minimum guarantee.

(b) In deciding the award of a task order, the Contracting Officer and CTO will consider the Contractor's past performance on earlier task orders, the quality of deliverables, the quality and stability of the Contractor's personnel, cost control, price, cost, and the past performance and experience information obtained from the original source selection documentation.

(c) The CTO or Contracting Officer will issue the task proposal request as specified in Section H.7., to contractors awarded a contract under the relevant function area, assuming that the originally submitted past performance and experience information accompanying the multiple award contracts is sufficient to make a determination on experience applicability or that the annual performance evaluations are updated. Unless the exceptions stated above are met, the awardees will compete for award of the task order based upon the evaluation factors set forth in the TPR. Evaluation factors may include past performance, quality of deliverables, cost control, price, cost, or other relevant factors.

(d) Formal evaluation plans and scoring of task proposals will not be required. However, the CTO will prepare a selection memo for the file describing the basis for selecting the awardee, and recommend the awardee to the Contracting Officer.

(e) The CTO or Contracting Officer need not contact each of the multiple awardees under the function area before selecting a task order awardee, if the Contracting Officer has information available to place the order and has assurance that each awardee is provided a fair opportunity to be considered for each order.

H.8 TASK ORDER LIMITATIONS

If issuance of a task order to, and acceptance of a task order by, the Contractor would: (1) result in the Contractor (or its personnel or its subcontractors or their personnel) having an organizational conflict of interest for which restrictions would be placed on the Contractor's (or its personnel's or its subcontractors' or their personnel's) future activities (see Section H of this contract); or (2) violate the provisions of the Procurement Integrity legislation, i.e., Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as amended by Section 814 of Pub. L. 101-189 (see Section H.6. of this contract), the Contractor, after written notification to the CTO, is not obligated to furnish those services or reports and other deliverables under this contract, and USAID may acquire the supplies or services from another source.

H.9. LANGUAGE REGARDING FIELD SUPPORT

The Government's total obligation under this contract is contingent upon transfers of funds from USAID's overseas missions, from which payment for contract purposes can be made.

END OF SECTION H

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	APR 1998
52.216-8	FIXED FEE	MAR 1997
52.219-9	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN	AUG 1996
52.217-8	OPTION TO EXTEND SERVICES	AUG 1989
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-25	PROMPT PAYMENT	JUN 1997
52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996
52.233-1	DISPUTES	OCT 1995
52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985)	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.243-2	CHANGES - COST-REIMBURSEMENT Alternate I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)	OCT 1997
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	JAN 1986
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	JUN 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I. AID ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

NUMBER	TITLE	DATE
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-70	SOURCE, ORIGIN, AND NATIONALITY REQUIREMENTS	FEB 1997
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	
752.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	MAR 1993

paragraph (b) above.

- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after .

I.5 52.228-3 WORKERS' COMPENSATION INSURANCE
(DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651 et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

I.6 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS
(JAN 1997)

- (a) The Contractor shall--
 - (1) Certify any proposal to establish or modify final indirect cost rates;
 - (2) Use the format in paragraph (c) of this clause to certify; and
 - (3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice

president or chief financial officer of the business segment of the Contractor that submits the proposal.

- (b) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.
- (c) The certificate of final indirect costs shall read as follows:

CERTIFICATE OF FINAL INDIRECT COSTS

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect costs rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and
2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

I.7 NOTIFICATION OF CHANGES

In accordance with FAR 52.243-7, Notification of Changes, the Contractor shall notify the Contracting Officer in writing promptly, within calendar days from the date that the Contractor identifies any Government conduct that the Contractor regards as a change to the contract terms and conditions. The Contracting Officer shall promptly, within calendar days after receipt of notice, respond to the notice in writing.

I.8 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows: (to be inserted at time of award)

I.9 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT :
EXPERIENCE DOCUMENTS (OCT 1997)

(a) Contract Reports and Information/Intellectual Products.

- (1) The Contractor shall submit to PPC/CDIE/DI copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540, section E540.5.2b(3). Information may be obtained from the Cognizant Technical Officer (CTO).

These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to PPC/CDIE/DI copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

- (2) Upon contract completion, the contractor shall submit to PPC/CDIE/DI an index of all reports and information/ intellectual products referenced in paragraph (a) (1).

(b) Submission requirements.

(1) Distribution.

- (i) The contractor shall submit contract reports and information/intellectual products (referenced in paragraph (a) (1) above) in electronic format and hard copy (one copy) to U.S. Agency for International Development, PPC/CDIE/DI, Attn: ACQUISITIONS, Washington D.C. 20523 at the same time submission is made to the CTO.
- (ii) The contractor shall submit the reports index referenced in paragraph (a) (2) above and any reports referenced in paragraph (a) (1) above that have not been previously submitted to PPC/CDIE/DI, within 30 days after completion of the contract to the address cited in paragraph (b) (1) (i) above.

(2) Format.

- (i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

- (ii) The hard copy report shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.
- (iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the hard copy submitted.
- (iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, ASCII, and Portable Document Format (PDF). Submission in Portable Document Format is encouraged.
- (v) The electronic document submission shall include the following descriptive information:
 - (A) Name and version of the application software used to create the file, e.g., WordPerfect Version 6.1 or ASCII or PDF.
 - (B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.
 - (C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

I.9 52.216-8 Fixed Fee (Mar 1997)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

END OF SECTION I

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- 1 USAID Geographic Codes
- 2 USAID FOR 1420-17 - Contractor Employee
Biographical Data Sheet
- 3 SF LLL - Disclosure of Lobbying Activities
- 4 Certificate of Current Cost and Pricing
- 5 List of Organizations Requesting Document
- 6 SF 294 - Subcontracting Report for
Individual Contracts
- 7 AID 1420-65 - A.I.D. Contractor Employee
Physical Examination Form
- 8 Contractor Performance Report
- Multi-Purpose Form

END OF SECTION J

SECTION L - INSTRUCTIONS, CONDITIONS, AND
NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.gsa.gov/far/>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS

NUMBER	TITLE	DATE
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN US CURRENCY	APR 1991
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995

L.2 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE
ACQUISITION (OCT 1997)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c) (1) (i) and (c) (1) (ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Late proposals and revisions.

- (i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--
 - (A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
 - (B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;
 - (C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal

holidays;

- (D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or
 - (F) It is the only proposal received.
- (ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c) (3) (i) (A) through (c) (3) (i) (E) of this provision.
 - (iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
 - (iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) (3) (iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or

wrapper.

- (vi) Notwithstanding paragraph (c) (3) (i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
 - (vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
 - (viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 - (5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
 - (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
 - (1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed

outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

- (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as

indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.3 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

- (a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: 202-216-3052.
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
 - (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

L.4 GENERAL INSTRUCTIONS TO OFFERORS

- (a) The offeror should submit one original and 4 copies of a technical proposal and one original and 2 copies of a cost proposal. The Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

- (b) Submission of Alternate Proposals

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly compliant hereto for any alternate to even be considered.

- (c) Government Obligation

The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

L.5 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

- (a) The Technical Proposal in response to this solicitation should address how the offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M.
- (b) The past performance references required by this section shall be included as an annex or attachment of the technical proposal.
- (c) The technical proposal should, at a minimum, include the following: (The following sections are to be included in the order indicated)

- (1) Section I - Technical Approach

Part 1. This section of the technical proposal provides the offeror's response to the sample tasks set forth in Section L. The sample tasks provided are representative of the work to be accomplished. For each sample task, the offeror will provide (1) a description of possible areas to be investigated in researching each task, (2) a detailed description of the technical approach including a detailed step-by-step procedure and methodology which would be used in accomplishing each task, (3) a detailed work plan for implementation, (4) a product outline describing what would be the deliverable(s) and/or result(s) of this task. The offeror shall not propose studies in response to the sample tasks but rather a detailed technical report addressing methodologies or recommendations that meet sample task requirements. Each response to a sample task is limited to a total of fifteen (15) pages.

MCH TASC Sample Tasks:

(Note: If a contractor is proposing "niche" services, it should redefine the questions to respond to the "niche".)

1. Policy. If the Task Order requested providing a short-term team to assess policy constraints to an integrated program in maternal health, child health

and nutrition programs in a Francophone West Africa country, who would you assign to the task? What resources would you access before the field assignment. Present a outline of the assessment, a draft table of contents of the report, timeline and budget.

2. Community and Individual Behavior Change. If the task order specified providing intermittent technical assistance to advise a NGO consortium in community-based techniques for child survival activities in a Central American country over a four year period, how would you assure consistency in the assistance provided? What headquarters support would you be able to provide?

3. Maternal Health, Child Health and/or Nutrition Service Delivery. If a mission requested long-term assistance in implementing a public sector child survival program in a South Asian country, what would be the ideal relationship of your team, the USAID Mission and the Ministry of Health? If problems arose with this relationship, how would you help the team resolve them?

Part 2. Overall Understanding/Approach

This section requires the offeror to provide a concise summary of its understanding and general approach to each tasking area in Section C. Part 2 is limited to 20 pages.

(2) Section II - Key Personnel

Section II must contain one page (maximum) introductory summary on key personnel including their full time availability. Section II must contain resumes, in the exact quantity shown, for all key personnel being proposed for the following labor categories. All key personnel must be available full-time. (Available means available to work, if and when ordered. Full-time means a regular labor-year, the definition of which in terms of precise hours will vary from company to company. Full time does not apply to categories whose total hours are clearly less than full-time person, however, such persons must at all times be available if and when ordered.)

The positions listed below are considered critical to the success of the Contract. The individuals hired to fill these positions must be approved in writing by the COTR. The Contractor must have the written consent of the COTR and the Contracting Officer prior to the transfer, removal and/or replacement of any individual filling, or named to fill, the positions listed below. All key personnel are to be available full time.

a. Project Manager

S/he should have demonstrated experience in the field of health care delivery in developing countries, with emphasis on primary health care services. The Project Manager will serve as the chief day to day coordinator of requests for services, ensures uniformity in quality and content of documents prepared, and ensures that such documents are ready in a timely fashion. The Project Manager should have experience at supervision of professionals and proven capability at team building, and be familiar with USAID policies and administrative procedures. The Project Manager must have strong writing and oral presentation skills.

Language ability which complement the Project Director at FSI-2 level in Spanish and/or French is desirable.

(i) Personnel resumes submitted by the offeror must meet or exceed the personnel qualifications set forth in Section C. Resumes shall be provided in accordance with the Resume format provided herein. Resumes are limited to three pages each.

(ii) New hires may not be proposed. A contingency hire is defined as an individual who has signed a commitment to work in the event the contract is awarded to the offeror. A new hire is defined as a specified or unspecified individual to fill an empty billet who is neither identified as a current employee of the offeror (or proposed subcontractor) nor as a contingency hire.

(3) Section III - Management Plan (Staffing Plan)

Management Plan - The offeror must provide a detailed management plan that will be followed during contract execution. The offeror's management plan must include the proposed lines of responsibility, authority, and communication through which the tasks will be managed, and the procedure to be taken to ensure quality control and cost control. The offeror must define the proposed organizational structure (including responsibilities, and reporting structure) for the project/contract, how personnel will be assigned from task to task throughout the contractual period, and how the proposed project team will interface with both the offeror's corporate structure and USAID command structure. The offeror must propose policies, procedures for managing and directing the effort for productivity, quality, cost control, and early identification and resolution of the problems. The management plan shall include a staffing plan which proposes how the non-key personnel portion of the contract will be staffed. In the plan the offeror must describe the extent to which the offeror proposes to staff the non-key portion (by labor category) with current employees or with those whom the offeror has binding contingency hire agreements. Also the plan must describe the offeror's proposed recruiting/hiring program for staffing the contract with qualified personnel over the life of the contract, with examples of previous successful recruiting/staffing efforts on contract(s) of similar magnitude. Offerors are cautioned that the primary preference for staffing non-key personnel at time of contract is with current employees or contingent hires vice reliance on recruiting new hires. (Resumes shall not be submitted on non-key personnel nor shall contingency agreement be submitted). This section is limited to 20 pages.

(c) PAST PERFORMANCE INFORMATION The offeror shall describe its past performance on directly related or similar federal, state, and local government, and private contracts and subcontracts it has held within the last 5 years and all contracts and subcontracts currently in progress which are of similar scope, magnitude and complexity to that which is detailed in the RFP. (The information must be clear whether the work by the offeror was done as a prime contractor or a subcontractor). Offerors who describe similar contracts and subcontracts shall provide a detailed explanation demonstrating the similarity of the contracts to the requirements of the RFP.

The offeror shall provide the following information regarding its past performance.

- A. Contract Number(s) and type of contract;
- B. Procuring Agency and name of reference point(s) of contact (not to exceed 3) telephone and fax numbers at the Federal, State, Local government or commercial entity for which the contract was performed;
- C. Dollar value of the contract;
- D. Period of Performance;
- E. Detailed description of the work performed;
- F. Relevancy of the contract to this proposed contract;
- G. Clear statements describing whether the contract was completed on time, with a quality product conforming to the contract, without any degradation in performance or customer satisfaction. Discuss any cost growth if the contract was not completed for the original contract amount; and
- H. The number, type, frequency, duration and impact of any quality, delivery or cost problems in performing the contract, the corrective action taken, if any, and the effectiveness of the corrective action.

Offerors must either provide the above information or affirmatively state that it possesses no relevant directly related or similar past performance.

(d) COST PROPOSAL

(a) Each offeror shall provide a cost proposal to coincide with the line items set forth below. The Contracting Officer shall use dollar estimates (for evaluation purposes), and apply the appropriate indirect rates and fee to the budget. Supporting information should be provided in sufficient detail to allow a complete analysis of cost.

Cost Element

- Overhead
- G&A
- Fringe
- Fixed Fee
- Ceilings on overheads
- Annual salary increases

L.6 INQUIRIES/QUESTIONS REGARDING THIS SOLICITATION

Inquiries concerning requirements shall be in writing and shall be received by the contracting officer at the location noted in block 7 of the standard form 33, "Solicitation, Offer and Award," on or before 20 days prior to closing. In the event of an amendment to the solicitation, questions must be received within 7 days after issuance of the amendment or 20 days prior to closing whichever is later. The Government may not consider questions after this date.

L.7 LETTERS OF COMMITMENT - KEY PERSONNEL

(a) All proposed key personnel require written, signed (by employee/contingency hire), and dated letters of commitment. The offeror shall provide letters of commitment from current employees that state they: (1) will remain employed by the offeror; and (2) will work on the resultant contract if awarded to the offeror.

(b) Letters of commitment must be submitted for contingency hires, defined as persons not currently employed but who have executed a binding letter of commitment for employment with the offeror, if the offeror receives award under subject solicitation. The letter of commitment must reflect agreement on salary, benefits and position. New hires may not be proposed for Key Personnel. (A new hire is defined as specified or unspecified persons to fill an empty billet who are neither identified as a current employee of the offeror (or proposed subcontractor) nor as a contingency hire.)

END OF SECTION L

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 TECHNICAL EVALUATION FACTORS

(a) The primary technical evaluation factors are listed below in descending order of importance, unless otherwise indicated.

I. Technical Approach - (Section I)

(1 is substantially more important than 2)

1. The sample tasks (set forth in Section L) will be evaluated to determine the extent of the offeror's understanding of and feasibility/ability to successfully perform the Government's requirements.

2. Evaluation of Overall Understanding/Approach will be based upon the extent to which the offeror clearly understands all tasking areas and knows how to approach them.

II. Key Personnel (Section II)

Evaluation will be based on the extent to which personnel resumes submitted by the offeror clearly as a minimum meet, or exceed, the education and experience required by the labor category qualifications in Section C. To be considered, all key personnel must have letters of commitment in the proposal, and be available full-time unless exempted (see Section L), and otherwise comply with the requirements in Section L for Key Personnel.

III. Management Plan (Staffing Plan) (Section III)

Evaluation of the management plan will be based on the extent to which the plan demonstrates sound business practices in response to the requirements in Section L. In terms of the staffing portion of the plan, the evaluation will be based on the extent to which the offeror clearly demonstrates an ability to staff the non-key personnel portion of the contract with personnel who meet the minimum personnel qualifications, both initially and over the life of the contract. (Primary preference for initial staffing of non-key personnel at time of contract award is for current employees with personnel for whom the offeror has binding contingency hiring agreements vice recruiting.)

(b) Scoring Adjective. The following adjectives should be used as general guidance in assessing each technical subcriterion and the technical proposal as a whole:

"Outstanding" O Very significantly exceeds most or all solicitation requirements. Response exceeds a "Better" rating.
The offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated.

"Better" B Fully meets all solicitation requirements. Complete, comprehensive, and exemplifies an understanding of the scope and depth of the task requirements as well as the offeror's understanding of the Government's requirements.

"Acceptable" A Meets all solicitation requirements. Complete, comprehensive, and exemplifies an understanding of the scope and depth of the task requirements as well as the offeror's understanding of the Government's requirements.

"Marginal" M Less than "Acceptable." There are some deficiencies in the technical proposal. However, given the opportunity for discussions, the technical proposal has a reasonable chance of becoming at least "Acceptable." (Areas of a technical proposal which remain to be "Marginal"

after

"Best and Final" offers shall not be subject to discussion or revision.) If award is made on initial offers, there will not be an opportunity for discussions, nor a chance to become at least "Acceptable".

to further
made on initial
opportunity for
at least

"Unacceptable" U Technical proposal has many deficiencies and/or gross omissions: Failure to understand much of the scope of work necessary to perform the required tasks; failure to provide a reasonable, logical approach to fulfilling much of the Government's requirements; failure to meet many personnel requirements of the solicitation. (When applying adjective to the technical proposal as a whole, the technical proposal must be so unacceptable in one or more areas that it would have to be significantly revised to attempt to make it other than unacceptable.)

M.2 CONTRACT AWARD - BEST VALUE

(a) the Government intends to evaluate proposals and award a contract without discussions with offerors. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(b) Proposals received in response to this solicitation will be evaluated by the United States Agency For International Development (USAID) pursuant to the Federal Acquisition Regulation (FAR) and the Agency For International Development Acquisition Regulation (AIDAR). Multiple awards will be made on the basis of Contractor's proposal being the most advantageous to the Government, price and other factors considered.

(c) Each technical proposal will be evaluated qualitatively and categorized as Outstanding, Better, Acceptable, Marginal or Unacceptable in relation to the evaluation factors set forth in this solicitation. A finding of Unacceptable in one technical factor may result in the entire technical proposal being found to be unacceptable. The Past Performance factor, if included, will be evaluated qualitatively and categorized as Neutral, Outstanding, Better, Satisfactory, or Marginal as set forth in Section M clause entitled "Evaluation of Past Performance"

(d) When combined, all evaluation factors other than cost or price are significantly more important than cost or price.

(e) Prospective Offerors are forewarned that an acceptable technical proposal and marginal past performance (if included as a factor) with the lowest price may not be selected if award to a higher-priced proposal affords the Government a greater overall benefit. The Government may elect to pay a premium to select an offeror whose non-cost/price evaluation factors (e.g. technical and past performance, if included) are superior.

M.3 EVALUATION OF PAST PERFORMANCE

(a) In relation to the evaluation of other non-cost factors, the evaluation of past performance will consider past performance as equal to all technical factors combined.

(b) The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and other competitors to successfully meet the requirements of the RFP. Past performance of significant and/or critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort. Past performance of "key personnel", if any, shall not be considered.

(c) The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources outside of the

Government. Offerors lacking relevant past performance history will receive a neutral rating for past performance. However, the proposal of an offeror with no relevant past performance history, while rated neutral in past performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposals of other offerors. The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance experience. The Government reserves the right not to evaluate or consider for award the entire proposal from an offeror which fails to provide the past performance information or which fails to assert that it has no relevant directly related or similar past performance experience.

(d) Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:

NEUTRAL: No relevant past performance available for evaluation. Offeror has asserted that it has no relevant directly related or similar past performance experience. Proposal receives no merit or demerit for this factor.

OUTSTANDING: No risk anticipated with delivery of quality product, on time, or of any degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon offeror's past performance.

BETTER: Very little risk anticipated with delivery of quality product, on time, or of degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon the offeror's past performance.

SATISFACTORY: Some potential risk anticipated with delivery of quality product, on time, and of degradation of lack of customer satisfaction (or cost growth if applicable) based upon the offeror's past performance.

MARGINAL: Significant potential risk anticipated with delivery of quality product, on time, and of degradation of performance based upon the offeror's past performance. (A rating of marginal does not by itself make the proposal ineligible for award.

M.5 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

- (a) The competitive range of offerors with whom negotiation will be conducted (if necessary) will be determined by the Contracting Officer based on the above technical and cost evaluation factors, and will be comprised of all offerors whose proposals are determined to have a reasonable chance of being selected for award.
- (b) In accordance with FAR 52.215-16, and as set forth in Section L of this solicitation, award will be made by the Contracting Officer to the responsible offeror whose proposal, conforming to the solicitation, is most advantageous to the Government, and the above technical and cost factors considered. The formula set forth above will be used by the Contracting Officer as a guide in determining which proposals will be most advantageous to the Government.

M.6 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

END OF SECTION M